

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division

RENEE GALLOWAY, et al., on behalf
of themselves and all individuals similarly
situated,

Plaintiffs,

v.

JUSTIN MARTORELLO., et al.,

Defendants.

Case No. 3:19-cv-00314-REP

DECLARATION OF AMERICAN LEGAL CLAIM SERVICES, LLC
REGARDING DUE DILIGENCE IN NOTICING

I, Mark Unkefer, declare as follows:

1. I am a competent adult, over the age of eighteen, and this declaration is based on my personal knowledge.
2. I am a Case Manager for American Legal Claim Services, LLC ("ALCS").
3. **CAFA Noticing:** On May 31, 2024, ALCS mailed, via certified mail, a Notice Pursuant to the Class Action Fairness Act of 2005 (the "CAFA Notice", attached hereto as Exhibit A), to the Attorneys General of the 50 states and the territory of Puerto Rico, the Attorney General of the United States, the District of Columbia's Corporate Counsel, the Attorney General for Guam, the Attorney General for American Samoa, the Attorney General for the United States Virgin Islands, and the Attorney General for the Northern Mariana Islands. The CAFA Notice package contained a cover letter on behalf of the Defendant(s) (attached hereto as Exhibit A) as well as a CD-ROM that included all exhibits referenced in the letter.
4. **Class List Receipt and Processing:** On or about June 19, 2024, ALCS processed the mailing list ("Class List") with two tabs of data containing 626,171 rows of member names and addresses in the first tab and 1,017,868 rows of loan information in the second tab. ALCS reviewed and processed the data. After analysis, the final noticing list contained 626,171 class members. Throughout the noticing process, ALCS utilized several means of ensuring the most accurate mailing addresses for class members. These methods included National Change of Address through the USPS, skip-tracing, and manual updates from class members.

5. **Initial Class Notice:** Between July 3, 2024 and July 4, 2024, ALCS emailed the Notice of Class Action ("Notice") substantially in the form approved by the Court (attached hereto as Exhibit B) to 536,282 class members. Additionally, on July 3, 2024, ALCS mailed the Notice to 1,404 class members that did not have an email address. On July 5, 2024, ALCS mailed the Notice to 88,485 class members that did not have a valid email address, by USPS First Class Mail. Of the 536,282 emails sent, 9,429 were deemed undelivered, and were sent the Notice by USPS First Class Mail.
6. **Returned Mail Handling:** ALCS processed the Notices that were returned by USPS, through the objection and opt-out deadline of August 19, 2024. A minority of the mail included an updated address provided by USPS ("FOE"). For these, the class member addresses were updated, and the Class Notice was re-mailed to the updated address provided. The remainder of the mail returned by the USPS did not contain an updated address ("UAA"). For these, ALCS conducted address searches using a nationally recognized location service to attempt to locate new addresses for these class members. ALCS mailed a total of 99,318 Notices to class members (89,889 Initial Notices plus the 9,429 undeliverable emails). Of the 99,318 mailed Notices, 21,811 were returned by USPS as of the date of this declaration. Of those 21,811 returned, 14,376 were remailed to updated addresses. Of the 14,376 remailed Notices, 2,088 Notices were returned. 9,523 Notices were deemed undeliverable.
7. **Noticing Campaign Summary:** The following is a summary of the noticing, as of the date of this Declaration¹:
 - Total Class Members: 626,171
 - Initial Notice of Class Action Settlement Successfully emailed: 526,853
 - Initial Notice of Class Action Settlement mailed via USPS: 99,318
 - Notice of Class Action Settlement returned by USPS: 21,811
 - Notice of Class Action Settlement remailed via USPS: 14,376
 - Notice of Class Action Settlement deemed undeliverable: 9,523
 - Percentage of Notice of Class Action Settlement deemed delivered: **98.48%**
8. **Exclusions:** The Notice instructed those who wish to opt out of the proposed settlement to mail a request for exclusion to the Settlement Administrator. It further states that an opt out request must be postmarked no later than August 19, 2024. ALCS received 8 exclusion requests for this case. A copy of each exclusion is attached hereto as Exhibit C.
9. **Objections:** The Notice instructed those who wish to object to the proposed settlement to mail a written statement of objection to both the Clerk of Court and the Settlement Administrator, postmarked no later than the Objection Deadline of August 19, 2024. ALCS received 1 Objection for this case. A copy of the Objection is attached hereto as Exhibit D.
10. **Toll-Free Telephone/Email:** ALCS established a toll-free telephone line 800-641-9098 for Class members to contact with questions about the settlement or update their information. Class members could get additional information via an Interactive Voice Recording (IVR) message tree or request to be transferred to a live agent.

¹ ALCS continues to receive and process mail, for which no forwarding address is available. The number of pieces of this type of mail will likely increase and the presumed delivery rate will be reduced as processing continues.

11. **Website:** ALCS provided a case website <https://www.bplsettlement.com/> that provided further information as stated in the Notice. The website contained a copy of the Notice of Class Action translated to Spanish along with sections for important Court documents, key dates, and answers to frequently asked questions. Class members also had an opportunity to update their address online and view the estimated amount of monetary consideration they might receive under the settlement.

I declare under penalty of perjury pursuant to the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge. Executed on September 11, 2024, in Jacksonville, Florida.



Mark Unkefer

Exhibit A

May 31, 2024

VIA CERTIFIED MAIL

The United States Attorney General and
All State Attorneys General
Identified on the Attached Service List

Re: Notice Pursuant to the Class Action Fairness Act of 2005: *Renee Galloway, et al., (“Plaintiffs”) v. Matt Martorello, et al., (“Defendants”), United States District Court, Eastern District of Virginia, Richmond Division.*

Dear Sir or Madam:

In accordance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) (“CAFA”), this letter provides notice of a proposed settlement in the above-captioned putative class action, designated No. 3:19-cv-314, and pending in the United States District Court, Eastern District of Virginia, Richmond Division. This class settlement will also resolve related litigation in *Williams v. Big Picture Loans LLC et al.*, No. 3:17-cv-461, and *Galloway v. Big Picture Loans LLC et al.*, No. 3:18-cv-406 (EDVA), in the Eastern District of Virginia, as well as *Duggan v. Big Picture Loans LLC et al.*, No. 1:18-cv-12277, in the District of Massachusetts, and *Smith v. Big Picture Loans LLC et al.*, No. 3:18-cv-1651, in the District of Oregon.

Section 1715 of the U.S. Code requires notice of a proposed class action settlement to be served upon appropriate federal and state officials. The required information under CAFA is set forth below. Also enclosed is a CD containing documents relating to the proposed settlement, as required by Section 1715. If you have any difficulty accessing any of the documents on the enclosed CD, please contact the undersigned.

Item 1: A copy of the complaint, any materials filed with the complaint, and any amended complaints. 28 U.S.C. § 1715(b)(1).

On June 22, 2017, Plaintiffs Lula Williams, et al., as individuals and as class representatives, filed a Complaint in the United States District Court for the Eastern District of Virginia, Richmond Division. The Complaint alleged that there was a scheme to make online usurious short-term loans (commonly called “payday loans”). A copy of the Complaint is included on the enclosed CD as **Exhibit 01a**.

On June 11, 2018, Plaintiffs Renee Galloway, et al., as individuals and as class representatives, filed a Complaint in the United States District Court for the Eastern District of Virginia, Richmond Division. On August 23, 2018, Plaintiffs filed an Amended Complaint. The pleadings similarly alleged a scheme to make online usurious payday loans. Copies of the Complaints are included on the enclosed CD as **Exhibits 01b and 01c**.

On September 11, 2018, Plaintiff Richrd Smith, as an individual and as a class representative, filed a Complaint in the United States District Court for the District of Oregon, Portland Division. On January 17, 2020, and July 18, 2022, the Plaintiff filed an Amended Complaint and Second Amended Complaint, respectively. These pleadings similarly alleged a

scheme to make online usurious payday loans. Copies of the Complaints are included on the enclosed CD as **Exhibits 01d, 01e, and 01f.**

On October 31, 2018, Plaintiff Dana Duggan, as an individual and as a class representative, filed a Complaint in the United States District Court for the District of Massachusetts, Boston Division. On July 16, 2019, and January 15, 2020, the Plaintiff filed an Amended Complaint and Second Amended Complaint, respectively. These pleadings similarly alleged a scheme to make online usurious payday loans. Copies of the Complaints are included on the enclosed CD as **Exhibits 01g, 01h, and 01i.**

On April 24, 2019, Plaintiffs Renee Galloway, et al., as individuals and as class representatives, filed a Complaint in the United States District Court for the Eastern District of Virginia, Richmond Division. The Complaint similarly alleged a scheme to make online usurious payday loans. A copy of the Complaint is included on the enclosed CD as **Exhibit 01j.**

Item 2: Notice of any scheduled judicial hearing in the class action 28 U.S.C. § 1715(b)(2).

A copy of the order scheduling a hearing on the Motion for Preliminary Approval of Class Action Settlement is on the Enclosed CD as **Exhibit 02.**

Items 3 and 4: Any proposed or final notification to the class members, 28 U.S.C. § 1715(b)(3); any proposed or final class action settlement. 28 U.S.C. § 1715(b)(4).

The Plaintiff's Motion For Preliminary Approval of Class Settlement is included on the enclosed CD as **Exhibit 03.** The Plaintiff's Memorandum in Support of Motion For Preliminary Approval of Class Settlement is included on the enclosed CD as **Exhibit 04.** The Declarations of Kristi C. Kelly, Leonard A. Bennett, and Michael A. Caddell are included on the enclosed CD as **Exhibits 05, 06, and 07.** The Notice Regarding Proposed Preliminary Approval Order and Class Notice, the Proposed Preliminary Approval Order, and the Proposed Class Notice are included on the enclosed CD as **Exhibits 08, 09, and 10.**

On May 21, 2024, the Stipulation and Agreement of Settlement was filed with the Court and is included on the enclosed CD as **Exhibit 11.**

Item 5: Any settlement or other agreement contemporaneously made between class counsel and counsel for the Defendant. 28 U.S.C. § 1715(b)(5).

On May 21, 2024, the Stipulation and Agreement of Settlement was filed with the Court and is included on the enclosed CD as **Exhibit 11.** Portions of the version of the proposed settlement agreement filed on ECF have been redacted to protect the process by which the defendants are funding the settlement amount. The Motion to Seal, Notice of Filing Under Seal, and Memorandum in Support of Motion to Seal are included on the enclosed CD as **Exhibits 12, 13, and 14.**

Item 6: Any final judgment or notice of dismissal. 28 U.S.C. § 1715(b)(6).

The Final Judgement Order for *Williams v. Big Picture Loans LLC et al.*, No. 3:17-cv-461 (EDVA)—ECF No. 1407 is included on the enclosed CD as **Exhibit 15.** This is the final judgment

for plaintiffs, and is against defendant Matt Martorello. The parties are seeking vacatur of this judgment, as explained in the settlement agreement (**Exhibit 11**).

***Item 7:** Either (i) the names of class members who reside in each State and estimated proportionate share of such members to the entire settlement; or (ii) if not feasible, a reasonable estimate of the number of class members residing in each State and estimated proportionate share of such members to the entire settlement. 28 U.S.C. § 1715(a)(7)(A)-(B).*

This information is not currently available.

***Item 8:** Any written judicial opinions relating to subparagraphs (3) through (6) under § 1715. 28 U.S.C. § 1715(b)(8).*

The Amended Memorandum Opinion for *Williams v. Big Picture Loans LLC et al.*, No. 3:17-cv-461 (EDVA)—ECF No. 1406 is included on the enclosed CD as **Exhibit 16**.

The table below provides an index of the materials that we have included on the enclosed CD.

	Description
1.	Exh01a-Class Action Complaint (Williams v Big Picture, ECF1)
2.	Exh01b-Class Action Complaint (Galloway v Big Picture, ECF1)
3.	Exh01c-First Amended Class Action Complaint (Galloway v Big Picture, ECF30)
4.	Exh01d-Class Action Complaint (Smith v Martorello, ECF1)
5.	Exh01e-First Amended Class Action Complaint (Smith v Martorello, ECF100)
6.	Exh01f-Second Amended Class Action Complaint (Smith v Martorello, ECF212)
7.	Exh01g-Class Action Complaint (Duggan v Martorello, ECF1)
8.	Exh01h-First Amended Class Action Complaint (Duggan v Martorello, ECF72)
9.	Exh01i-Second Amended Class Action Complaint (Duggan v Martorello, ECF118)
10.	Exh01j-Class Action Complaint (Galloway v JM, ECF1)
11.	Exh02-Notice of Scheduled Preliminary Approval Hearing
12.	Exh03-Plaintiffs Motion For Preliminary Approval of Class Settlement
13.	Exh04-Plaintiff's Memo in Support of Motion for Preliminary Approval of Settlement
14.	Exh05-Declaration of KRISTI C KELLY
15.	Exh06-Declaration of LEONARD A BENNETT
16.	Exh07-Declaration of MICHAEL A CADDELL
17.	Exh08-Notice Regarding Proposed Preliminary Approval Order and Class Notice
18.	Exh09-Proposed Preliminary Approval Order
19.	Exh10-Proposed Class Notice
20.	Exh11-Stipulation and Agreement of Settlement
21.	Exh12-Motion to Seal
22.	Exh13-Notice of Filing Under Seal
23.	Exh14-Memo in Support of Motion to Seal
24.	Exh15-Final Order (concerning Martorello)(Williams v BP, ECF1407)
25.	Exh16-Amended Memorandum Opinion (Williams v BP, ECF1406)

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Sincerely,

R. Mark Unkefer
Case Manager
American Legal Claims Services, LLC

Providing Notification as Settlement Administrator
for Defendants Matt Martorello, et al.

Enclosures:
Attached Service List
CD

GALLOWAY V MATT MARTORELLO

CAFA NOTICE SERVICE LIST

Name	Department	Address	City	State	Zip
ATTORNEY GENERAL OF ALABAMA	CLASS ACTION FAIRNESS ACT NOTICES	501 WASHINGTON AVENUE	MONTGOMERY	AL	36104
ATTORNEY GENERAL OF ALASKA	CLASS ACTION FAIRNESS ACT NOTICES	1031 W 4TH AVENUE STE 200	ANCHORAGE	AK	99501-1994
ATTORNEY GENERAL OF AMERICAN SAMOA	CLASS ACTION FAIRNESS ACT NOTICES	AMERICAN SAMOA GOVT EXEC OFC BLDG	Pago Pago	AS	96799
ATTORNEY GENERAL OF ARIZONA	CLASS ACTION FAIRNESS ACT NOTICES	2005 N CENTRAL AVE	PHOENIX	AZ	85004-1592
ATTORNEY GENERAL OF ARKANSAS	CLASS ACTION FAIRNESS ACT NOTICES	323 CENTER ST STE 200	LITTLE ROCK	AR	72201-2610
ATTORNEY GENERAL OF CALIFORNIA	CLASS ACTION FAIRNESS ACT NOTICES	455 GOLDEN GATE AVENUE #11000	SAN FRANCISCO	CA	94102
ATTORNEY GENERAL OF COLORADO	CLASS ACTION FAIRNESS ACT NOTICES	RALPH L. CARR COLORADO JUDICIAL CENTER, 1300 N DENVER		CO	80203-2104
ATTORNEY GENERAL OF CONNECTICUT	CLASS ACTION FAIRNESS ACT NOTICES	165 CAPITOL AVE	HARTFORD	CT	06106-1659
ATTORNEY GENERAL OF DC	CLASS ACTION FAIRNESS ACT NOTICES	400 6TH ST NW 10TH FL	WASHINGTON	DC	20001
ATTORNEY GENERAL OF DELAWARE	CLASS ACTION FAIRNESS ACT NOTICES	CARVEL ST OFFICE BLDG 820 N FRENCH ST	WILMINGTON	DE	19801
ATTORNEY GENERAL OF FLORIDA	CLASS ACTION FAIRNESS ACT NOTICES	THE CAPITAL PL 01	TALLAHASSEE	FL	32399-1050
ATTORNEY GENERAL OF GEORGIA	CLASS ACTION FAIRNESS ACT NOTICES	40 CAPITOL SQUARE SW	ATLANTA	GA	30334-1300
ATTORNEY GENERAL OF GUAM	CLASS ACTION FAIRNESS ACT NOTICES	590 S. MARINE CORPS DR STE. 706	TAMUNING	GU	96913-3537
ATTORNEY GENERAL OF HAWAII	CLASS ACTION FAIRNESS ACT NOTICES	425 QUEEN ST	HONOLULU	HI	96813-2903
ATTORNEY GENERAL OF IDAHO	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 83720	BOISE	ID	83720-0010
ATTORNEY GENERAL OF ILLINOIS	CLASS ACTION FAIRNESS ACT NOTICES	JAMES R THOMPSON CTR 100 W RANDOLPH ST	CHICAGO	IL	60601
ATTORNEY GENERAL OF INDIANA	CLASS ACTION FAIRNESS ACT NOTICES	INDIANA GOVERNMENT CENTER SOUTH, 302 W WASINDIANAPOLIS		IN	46204
ATTORNEY GENERAL OF IOWA	CLASS ACTION FAIRNESS ACT NOTICES	1305 E WALNUT ST HOOVER ST OFFICE BLDG	DES MOINES	IA	50319
ATTORNEY GENERAL OF KANSAS	CLASS ACTION FAIRNESS ACT NOTICES	120 SW 10TH AVE FL 2ND	TOPEKA	KS	66612-1597
ATTORNEY GENERAL OF KENTUCKY	CLASS ACTION FAIRNESS ACT NOTICES	700 Capital AVE	FRANKFORT	KY	40601-3410
ATTORNEY GENERAL OF LOUISIANA	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 94095	BATON ROUGE	LA	70804-9095
ATTORNEY GENERAL OF MAINE	CLASS ACTION FAIRNESS ACT NOTICES	STATE HOUSE STATION 6	AUGUSTA	ME	04333-0001
ATTORNEY GENERAL OF MASSACHUSETTS	CLASS ACTION FAIRNESS ACT NOTICES	1 ASHBURTON PL FL 20	BOSTON	MA	02108-1518
ATTORNEY GENERAL OF MARYLAND	CLASS ACTION FAIRNESS ACT NOTICES	200 Saint PAUL St Ste 1700	BALTIMORE	MD	21202-2029
ATTORNEY GENERAL OF MICHIGAN	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 30212	LANSING	MI	48909-7712
ATTORNEY GENERAL OF MINNESOTA	CLASS ACTION FAIRNESS ACT NOTICES	445 Minnesota Street Suite 1400	ST PAUL	MN	55101-2131
ATTORNEY GENERAL OF MISSISSIPPI	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 220	JACKSON	MS	39205-0220
ATTORNEY GENERAL OF MISSOURI	CLASS ACTION FAIRNESS ACT NOTICES	SUPREME COURT BLDG 207 W HIGH ST PO BOX 899	JEFFERSON CITY	MO	65101
ATTORNEY GENERAL OF MONTANA	CLASS ACTION FAIRNESS ACT NOTICES	215 N SANDERS ST	HELENA	MT	59601-4522
ATTORNEY GENERAL OF N. M. I.	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 10007	SAIPAN	MP	96950-8907
ATTORNEY GENERAL OF NEBRASKA	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 98920	LINCOLN	NE	68509
ATTORNEY GENERAL OF NEVADA	CLASS ACTION FAIRNESS ACT NOTICES	100 N CARSON ST OLD SUPREME CT BLDG	CARSON CITY	NV	89701
ATTORNEY GENERAL OF NEW HAMPSHIRE	CLASS ACTION FAIRNESS ACT NOTICES	33 CAPITOL STREET	CONCORD	NH	03301-6310
ATTORNEY GENERAL OF NEW JERSEY	CLASS ACTION FAIRNESS ACT NOTICES	25 MARKET ST	TRENTON	NJ	08611-2148
ATTORNEY GENERAL OF NEW MEXICO	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 1508	SANTA FE	NM	87504-1508
ATTORNEY GENERAL OF NEW YORK	CLASS ACTION FAIRNESS ACT NOTICES	LITIGATION BUREAU JUSTICE BLDG 2ND FL	ALBANY	NY	12224
ATTORNEY GENERAL OF NORTH CAROLINA	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 629	RALEIGH	NC	27602-0629
ATTORNEY GENERAL OF NORTH DAKOTA	CLASS ACTION FAIRNESS ACT NOTICES	STATE CAPITOL 600 E BLVD AVE	BISMARCK	ND	58505
ATTORNEY GENERAL OF OHIO	CLASS ACTION FAIRNESS ACT NOTICES	30 E BROAD ST FL 14TH	COLUMBUS	OH	43215-3414
ATTORNEY GENERAL OF OKLAHOMA	CLASS ACTION FAIRNESS ACT NOTICES	313 NE 21ST STREET	OKLAHOMA CITY	OK	73105-3207
ATTORNEY GENERAL OF OREGON	CLASS ACTION FAIRNESS ACT NOTICES	JUSTICE BLDG 1162 COURT ST NE	SALEM	OR	97301
ATTORNEY GENERAL OF PENNSYLVANIA	CLASS ACTION FAIRNESS ACT NOTICES	STRAWBERRY SQUARE 16TH FL	HARRISBURG	PA	17120-0001
ATTORNEY GENERAL OF PUERTO RICO	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 9020192	SAN JUAN	PR	00902-0192
ATTORNEY GENERAL OF RHODE ISLAND	CLASS ACTION FAIRNESS ACT NOTICES	4 HOWARD AVE	CRANSTON	RI	02920-3031
ATTORNEY GENERAL OF SOUTH CAROLINA	CLASS ACTION FAIRNESS ACT NOTICES	1000 ASSEMBLY ST STE 510	COLUMBIA	SC	29201-3117
ATTORNEY GENERAL OF SOUTH DAKOTA	CLASS ACTION FAIRNESS ACT NOTICES	1302 EAST HWY 14 STE 1	PIERRE	SD	57501-8501
ATTORNEY GENERAL OF TENNESSEE	CLASS ACTION FAIRNESS ACT NOTICES	500 DR MARTIN LUTHER KING BLVD	NASHVILLE	TN	37243-0001
ATTORNEY GENERAL OF TEXAS	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 12548	AUSTIN	TX	78711-2548
ATTORNEY GENERAL OF UNITED STATES	CLASS ACTION FAIRNESS ACT NOTICES	950 PENNSYLVANIA AVE NW	WASHINGTON	DC	20530-0001
ATTORNEY GENERAL OF US VIRGIN ISLAN	CLASS ACTION FAIRNESS ACT NOTICES	3438 KRONPRINDSENS GADE Ste 2ND	ST THOMAS	VI	00802-5751
ATTORNEY GENERAL OF UTAH	CLASS ACTION FAIRNESS ACT NOTICES	350 N State St STE 230	SALT LAKE CITY	UT	84114-0002
ATTORNEY GENERAL OF VERMONT	CLASS ACTION FAIRNESS ACT NOTICES	109 State St	MONTPELIER	VT	05609-1001
ATTORNEY GENERAL OF VIRGINIA	CLASS ACTION FAIRNESS ACT NOTICES	202 NORTH NINTH STREET	RICHMOND	VA	23219-3424
ATTORNEY GENERAL OF WASHINGTON	CLASS ACTION FAIRNESS ACT NOTICES	800 5TH AVE STE 2000	SEATTLE	WA	98104-3188
ATTORNEY GENERAL OF WEST VIRGINIA	CLASS ACTION FAIRNESS ACT NOTICES	STATE CAPITOL COMPLEX, BLDG. 1, RM E-26, 1900 K	CHARLESTON	WV	25305
ATTORNEY GENERAL OF WISCONSIN	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 7857	MADISON	WI	53707-7857
ATTORNEY GENERAL OF WYOMING	CLASS ACTION FAIRNESS ACT NOTICES	STATE CAPITOL BLDG	CHEYENNE	WY	82002-0001

Exhibit B

If You Obtained a Big Picture or Castle Payday Loan You Could Get a Cash Payment.

A federal court ordered this notice. This is not a solicitation from a lawyer.

- Read this Notice. It states your rights and provides you with information regarding the settlement of a proposed nationwide Class Action (“Settlement”) against individuals and entities involved with the making of online loans in the name of Big Picture Loans and Red Rock Tribal Lending d/b/a Castle Payday. The settling parties, listed below, are referred to here as “Defendants.”
- This Notice is a summary of information about the Settlement and explains your legal rights and options because you are a member of the class of borrowers who will be affected if the Settlement is approved by the Court. The complete terms of the proposed Settlement are available at the Settlement website, www.bplsettlement.com. You may also contact Class Counsel for further details and advice.
- The Settlement covers all individuals who obtained a Big Picture or Castle Payday loan from June 22, 2013 to May, 1, 2024. The lawsuit claimed that Defendants participated in an enterprise to offer loans through these entities at annual interest rates greater than what is permitted by state laws and the Racketeer Influenced and Corrupt Organizations Act. Defendants deny all allegations in this lawsuit.
- The lawsuit follows an earlier suit that resulted in cancellation of the loans at issue and cash payments to some Class Members, except those Class Members who “opted out” of the earlier settlement.
- As part of the proposed Settlement, Defendants have agreed to pay into a settlement fund, which will be used to make cash payments to some Class Members who meet specific criteria. Defendants have also agreed not to provide support to Big Picture Loans, Red Rock Tribal Lending, or to assist with collection of any loans at issue in this lawsuit.
- The completion and final approval of this settlement is conditioned upon the Defendants successfully funding the payment by October 21, 2024. If the settlement is not funded, you will receive a separate notice and your claim will not be settled.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will remain a member of the Settlement Class and may be eligible for benefits, including cash payments. You will give up rights to ever sue Defendants and other, related parties about the legal claims that are in or could have been brought in this lawsuit.
EXCLUDE YOURSELF	You can opt out of the Settlement and you will not be eligible for any benefits, including any cash payments. This is the only option that allows you to keep any rights you have to bring, or to become part of, another lawsuit involving the claims being settled. There is no guarantee that another lawsuit would be successful or would lead to a larger or better recovery than this Settlement.
OBJECT TO THE SETTLEMENT	If you do not exclude yourself from the Settlement, you may write to the Court about why you don’t like the Settlement or why the Court should not approve it.

1. WHY IS THERE A NOTICE?

This Notice is about a proposed nationwide Settlement that will be considered by the United States District Court in Richmond, Virginia (the “Court”). The Settlement must be approved by the Court.

The Plaintiffs’ claims are being settled in the United States District Court for the Eastern District of Virginia in the case styled, *Galloway v. Martorello*, Case No. 3:19-cv-314.

2. WHAT IS THIS LAWSUIT ABOUT?

The claims involved in the Settlement arise out of loans made in the name of Red Rock Tribal Lending d/b/a/ Castle Payday and Big Picture Loans, which are owned by the Lac Vieux Desert Band of Lake Superior Chippewa Indians, a federally recognized Native American tribe (the “Tribe”).

The Plaintiffs in this case claim that Defendants, who are non-Tribal individuals and entities, violated federal and state laws by making and collecting loans with annual interest rates in excess of the amount allowed by state laws.

Defendants vigorously deny any wrongdoing and Plaintiffs’ claims. They assert that the loans are legal because, among other reasons, (1) the rates and terms were authorized under the respective laws of the Tribe, and (2) the borrowers each explicitly agreed that tribal laws governed the loan(s). Defendants also defend against the Plaintiffs’ claims on numerous other grounds, including the expiration of the applicable statutes of limitation and that they were uninvolved in the operation or management of the lending enterprise. Notwithstanding the denials of liability and alleged unlawful conduct, Defendants have decided it is in their best interest to settle the Lawsuit to avoid the burden, expense, risk, and uncertainty of continuing in litigation.

Important case documents, including the Complaint, may be accessed at the Settlement Website, www.bplsettlement.com.

3. WHY IS THIS A CLASS ACTION?

In a class action or proceeding, one or more people, called class representatives, bring an action on behalf of people who have similar claims. All of the people who have claims similar to the class representatives are a class or class members, except for those who exclude themselves from the class. Here, the Plaintiffs have filed a lawsuit on behalf of the Class against the Defendants based on the Defendants’ alleged involvement in, and support of, the lending scheme.

4. HOW DO I KNOW IF I AM INCLUDED IN THE SETTLEMENT?

You are a member of the Settlement Class and will be affected by the Settlement if you obtained a Big Picture or Castle Payday loan from June 22, 2013, to May 1, 2024.

If you received this Notice, we believe you are a member of the Settlement Class and you will be a Settlement Class Member unless you exclude yourself.

5. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to provide the following benefits and others more fully described at the Settlement website, www.bplsettlement.com:

Cash Payments: A \$65,000,000 fund will be created from contributions by the Defendants to provide additional cash payments to Class Members. If the Court approves the Settlement, and if you are entitled to any payment, a check for your portion will be automatically mailed to you. The completion and final approval of this settlement is conditioned upon the Defendants successfully funding the payment by October 21, 2024. If the settlement is not funded, you will receive a separate notice and your claim will not be settled.

The amount of any cash payment to you will depend on what you paid in principal and/or what you paid in interest above your state’s legal limits, as well as the amount of money available in the settlement fund. The list of rates by state used in this Settlement is available on the Settlement Website, www.bplsettlement.com. You will only get a proportionate share of the recovery because the total amount of the settlement funds available likely will not be enough to pay everyone the full amount paid on their loan. You may also go to the website to determine if you will receive a payment, and you can contact the Settlement Administrator using the contact information below to get an estimate of the amount you likely would receive if the Settlement is approved. The cash payments made as part of this Settlement are in addition to the cash payment(s), if any, that you may have received as part

of the separate settlement of the earlier, related litigation in *Renee Galloway v. James Williams, et al.*, Civil Action No. 3:19-cv-470 (E.D. Va.), unless you excluded yourself from (or “opted out” of) that settlement.

The Settlement Administrator will mail a check with your cash payment, if any, to the same address as listed on this Notice, so please update your address if you move or it is incorrect.

You will **not** receive a cash payment, but will receive other benefits, if you:

- Did not make any payments on your loan with Big Picture or Castle Payday; or
- Lived in Arizona, Arkansas, Colorado, Connecticut, Idaho, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Pennsylvania, Ohio, South Dakota, Vermont, Virginia, and Wisconsin and did not make payments above the full principal amount of your loan; or
- Lived in Alabama, Alaska, California, Delaware, Florida, Georgia, Hawaii, Iowa, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Nebraska, North Dakota, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Washington, West Virginia, Washington D.C., and Wyoming and did not pay interest above your state’s legal limits; or
- Lived in Utah or Nevada (which had no interest rate restrictions).

Other Benefits: Defendants will agree not to provide capital, services, or assistance to Big Picture or Red Rock Tribal Lending, as well as their successors, and will not participate in the collection of any of the loans at issue in the lawsuit, regardless of whether you have made any payments on those loans.

6. WHAT DO I HAVE TO DO TO RECEIVE THE BENEFITS OF THE SETTLEMENT?

Nothing. If the Court approves the Settlement, the benefits described above will happen automatically. The Settlement Administrator will send an email after Final Approval to update you on what happened at the hearing. You can also check the website for an update or contact the Settlement Administrator or Class Counsel if you have additional questions.

7. WHAT AM I GIVING UP TO GET A BENEFIT AND STAY IN THE SETTLEMENT CLASS?

Unless you exclude yourself, you are a member of the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants concerning the claims relating to your Big Picture or Castle Payday loans. This means that you will not be able to pursue or recover any additional money from the Defendants beyond the benefits of this Settlement. The Released Parties, including the Defendants, are: Matt Martorello, Rebecca Martorello, Justin Martorello, Eventide, BWH Texas, Liont, LLC, Gallant Capital, LLC, the RLM 2018 Family Trust, the Martorello 2018 Children’s Trust, Martorello Investments, LP, the RLM Management Trust, the Capstone Irrevocable Trust, the Bluetech Irrevocable Trust, Martorello 2023 Children’s Trust, BVNT Children’s Trust 1, BVNT Children’s Trust 2, BVNT Childrens, LLC, Vroom Trust, Obsidian LLC, Capstone Holdings, LLC, Capstone Opportunities, LLC, GFLP Entity 1, LP, GFGP Entity 1, LP, Kairos Holdings, LLC, Promovere Inc., Braviant, LLC, Woodside Special Opportunity PE Fund, LP, Promus Ventures II, LP, GreenKey Technologies, LLC, PV Rocket Labs I, LLC, Promus III, LP, PV Expansion Fund I, Dorado Analytics, LLC, and Lonnie Jeremy Davis, and any and all other persons, entities or trusts whether presently or previously in existence, that are directly or indirectly in any way now or heretofore owned by, controlled by, related to, or associated with the foregoing, together with any of their respective current, former or successor: parent companies, holding companies, subsidiaries, trusts, sub-trusts, trustees, beneficiaries, parents, guardians, children, estates, principals, protectors, grantors, settlors, officers, directors, agents, employees, attorneys, successors, affiliates, heirs, assignees, general partners, limited partners, managers, members, vendors, consultants, transferees, investors, creditors, accountants, insurers, and shareholders.

With respect to any and all Released Claims, the Parties have stipulated and agreed that, upon the Effective Date, the Releasing Plaintiffs shall expressly have, and by operation of the Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs and each Settlement Class Member understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and/or of any other applicable law relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiffs and each Settlement Class Member acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement Agreement, but that they release fully, finally, and forever all Released Claims, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such additional or different facts. Plaintiffs and Defendants acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a material element of the Settlement. Plaintiffs and each Settlement Class Member further covenant and agree that they will not sue or bring any action or cause of action, including by way of third-party claim, crossclaim, or counterclaim, against any of the Released Parties in respect of any of the Released Claims; they will not initiate or participate in bringing or pursuing any class action against any of the Released Parties in respect of any of the Released Claims; if involuntarily included in any such class action, they will use their best efforts to withdraw therefrom; and they will not assist any third party in initiating or pursuing a class action suit in respect of any of the Released Claims.

Staying in the Class also means that any Court orders pertaining to this Settlement will apply to you and legally bind you

8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To be excluded from (or to “opt out” of) this Settlement, you must send an “Exclusion Request” by mail. You may download a form to use from the Settlement website or you may send your own letter which must include:

- The name of this Action: “*Galloway v. Martorello*, No. 3:19-cv-314 (E.D. Va.)”;
- Your name, address, and telephone number;
- Last four digits of your social security number, or your account number with Big Picture Loans or Castle Payday;
- A statement that you want to be excluded: “I request to be excluded from the class settlement in this case”; and
- Your Signature.

Your Exclusion Request must be **postmarked** no later than August 19, 2024, to:

Galloway Settlement
c/o Settlement Administrator
P.O. Box 23489
Jacksonville, FL 32241

9. HOW DO I TELL THE COURT THAT I OBJECT TO AND DO NOT LIKE THE SETTLEMENT?

Objecting to the Settlement is different than Excluding yourself from the Settlement.

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you can object to the Settlement if you think the Settlement is not fair, reasonable, or adequate, and that the Court should not approve the Settlement. You also have the right to appear personally and be heard by the Court and the parties. The Court and Class Counsel will consider your views carefully.

To object, you must send a letter stating your views to each of the parties listed below:

COURT

Clerk of the Court
United States District Court
Eastern District of Virginia
701 E. Broad St.
Richmond, VA 23219

SETTLEMENT ADMINISTRATOR

Galloway Settlement
c/o Settlement Administrator
P.O. Box 23489
Jacksonville, FL 32241

You should include the docket number on the front of the envelope and letter you file to the Court: “EDVA USDC Case No. 3:19-cv-314”.

All objections must include:

- The name of this Action: “*Galloway v. Martorello*, No. 3:19-cv-314(E.D. Va.)”;
- Your name, address, and telephone number;
- A sentence confirming that you are a Settlement Class Member;

- The factual basis and legal grounds for the objection to the Settlement; and
- Counsel representing an objecting Settlement Class Member must enter an appearance in these cases. If you or your counsel want to appear personally at the hearings, you must state that in your Objection.

Objections must be filed with the above Court no later than August 19, 2024, and served on the above parties so that they are postmarked no later than August 19, 2024.

10. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a hearing to decide whether to approve the Settlement.

The Eastern District of Virginia will hold a final hearing on the fairness of the Settlement on October 28, 2024 at 10:00 a.m. in the courtroom of Judge Robert E. Payne of the United States District Court for the Eastern District of Virginia, 701 E. Broad St., Richmond, VA 23219. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate.

If there are objections or comments, the Court will consider them at that time. The hearing may be moved to a different date or time without additional notice. Please check www.bplsettlement.com or call 1-800-641-9098 to be kept up-to-date on the date, time, and location of the hearing.

11. DO I HAVE TO COME TO THE HEARING?

No. But you are welcome to come at your own expense. As long as you mailed your written objection on time, the Court will consider it. You may also retain a lawyer to appear on your behalf at your own expense.

12. DO I HAVE A LAWYER IN THE CASE?

Yes. The Court has appointed these law firms in these cases as "Class Counsel" to represent you and all other members of the Settlement Class: Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Terrell Marshall Law Group PLLC, Berger & Montague PC, Caddell & Chapman, and Gupta Wessler PLLC.

These lawyers will not separately charge you for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel are permitted to ask the Court for an award of attorneys' fees not to exceed one third of the amount paid by Defendants, which is \$21,666,666.66. The amount awarded by the Court will reduce the distributions to Class Members.

Class Counsel will ask the Court to approve payments for the Class Representatives. None of these awards will exceed \$20,000 per Class Representative. The Class Representatives made substantial contributions in the prosecution of this lawsuit for the benefit of the Class. The Court will ultimately decide how much the individual Class Representatives will be paid.

14. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. You can get a copy of the Settlement Agreement and other relevant case-related documents by visiting www.bplsettlement.com or by contacting the Settlement Administrator at info@bplsettlement.com or 1-800-641-9098. You may also contact Class Counsel at 1-888-891-2289.

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, THE DEFENDANTS OR THE DEFENDANTS' COUNSEL. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.

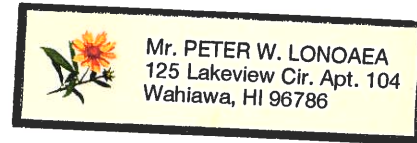
Exhibit C

"Exclusion Request"

I Choose to "Opt Out" of this Settlement:

"(Galloway v. Matorello, No. 3:19-cv-314 (E.D. Va.);

Peter W. K. Lonoaea
125 Lakeview Circle Apt. 104
Wahiawa, HI 96786
808-369-7997



XXX.XX.6316

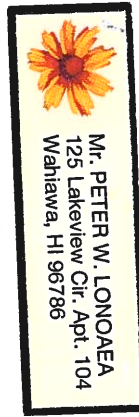
"I request to be excluded from the class settlement in this case.";

Peter W. K. Lonoaea

Galloway Settlement
c/o Settlement Administrator
P.O. Box 23489
Jacksonville, FL 32241



JUL 19 2024



Station 1
RECEIVED
JUL 19 2024
American Legal
Claim Services

Galloway Settlement
c/o Settlement Administrator
P.O. Box 23489
Jacksonville, FL 32241

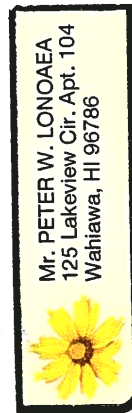
32241-34889



HONOLULU HI 967
15 JUL 2024 PM 1

FOREVER / USA





THIS ENVELOPE IS RECYCLABLE AND MADE WITH 30% POST CONSUMER CONTENT

© USPS 2022

Exclusion Request

Galloway v. Martorello, No. 3:19-cv-314 (E.D. Va.);

Margaret Morrissey
1404 37 Ave Dr.
Moline IL 61265

The notice ID : 27179178
PIN: 471 338 826

I do not give out my social security number,
or the last 4 numbers.

I Request to be excluded From
The class Settlement in this Case.

Margaret Morrissey

744

GALLOWAY v JUSTIN



EXCLUSION 400002

JUL 29 2024

POSTMARK
ABSENT

1404 37th Ave Dr
Moline, IL 61265

JUL 29 2024

Galloway Settlement
c/o Settlement Administrator
P.O. Box 23489
Jacksonville, FL 32241

3224133489



Exclusion Request

The name of this action:
"Galloway v. Martorello"
No. 3:19-cv-314 (E.D. Va)

Amy Bowden

RECEIVED
AUG 05 2024

1970 S. Garth Ave. Apt. 11

Los Angeles, CA 90034

310-435-1386

Last 4 of SS# 5988

I request to be excluded
from the class settlement
in this case.

Amy Bowden

AmY Bowden
1970 S. Garth Ave
L.A. C.A. 90034
LOS ANGELES CA 900

AUG 05 2024



Galloway Settlement
C/o Settlement Administrator
P.O. Box 23489

Jacksonville, FL

32241-348989

32241

Galloway v Martorello NO. 3:19-cv-314 (E.D.
Va.)
c/o Settlement Administrator
P.O. BOX 23489
Jacksonville, FL 32241

I Request to Be Excluded
from Class Settlement:

Patricia Ann W. Lawrence
SS 6012 703 963-6594 cell
6330 Maryview Street
Alex., VA 22310

Patricia Ann W. Lawrence
July 24, 2024

744

GALLOWAY v JUSTIN



EXCLUSION 400004

RECEIVED


AUG 12 2024

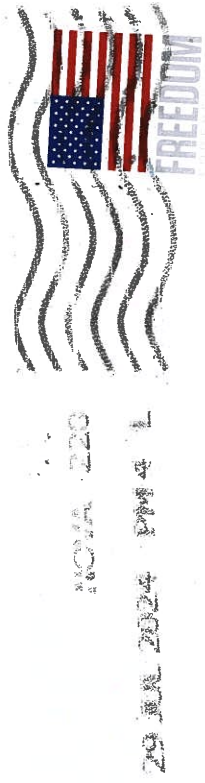
American Legal Claims

POSTMARKED

JUL 29 2024

American Legal Claims

 Patricia Lawrence
6330 Maryview St.
Alexandria, VA 22310-2928



AUG 12 2024

Galloway Settlement
c/o Settlement Administrator
P.O. Box 23489
Jacksonville, FL 32241-0041

32241-0041

Galloway V Martorello

NO. 3:19-CV-314 (E.D.
VA.)

C/o Settlement Administrator
P.O. BOX 23489
JACKSONVILLE, FL 32241

I Request to Be EXCLUDED
FROM CLASS SETTLEMENT:

John Edward Lawrence

SS 6240

703 922-9095

6330 Maryview Street

Alex, VA 22310 7-29-24

John Edward Lawrence

744

GALLOWAY v JUSTIN



EXCLUSION 400005

RECEIVED
AUG 14 2024

POSTMARKED

JUL 29 2024



Cpl John Lawrence
6330 Maryview St
Alexandria, VA 22310-2928

AUG 14 2024

NOVA 220
29 JUL 2024 PM 2 L



Galloway Settlement
c/o Settlement Administrator
P.O. Box 23489

3224133489

3224133489

3224133489

Trudie L. Miller

920 10th Ave South

662-889-9916

4542

I WOULD LIKE TO BE A EXCLUDED

IN THIS SETTLEMENT.

Trudie L. Miller

GALLOWAY V. Martorello

NO. 3:19-EV-314 (E.D. VA)

744

GALLOWAY v JUSTIN



EXCLUSION 400006

AUG 19 2024

POSTMARKED

AUG 12 2024

American Legal Claims



Plaintiffs and each Settlement Class Member understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and/or of any other applicable law relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiffs and each Settlement Class Member acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement Agreement, but that they release fully, finally, and forever all Released Claims, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such additional or different facts. Plaintiffs and Defendants acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and was a material element of the Settlement. Plaintiffs and each Settlement Class Member further covenant and agree that they will not sue or bring any action or cause of action, including by way of third-party claim, crossclaim, or counterclaim, against any of the Released Parties in respect of any of the Released Claims; they will not initiate or participate in bringing or pursuing any class action against any of the Released Parties in respect of any of the Released Claims; if involuntarily included in any such class action, they will use their best efforts to withdraw therefrom; and they will not assist any third party in initiating or pursuing a class action suit in respect of any of the Released Claims.

Staying in the Class also means that any Court orders pertaining to this Settlement will apply to you and legally bind you

8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To be excluded from (or to "opt out" of) this Settlement, you must send an "Exclusion Request" by mail. You may download a form to use from the Settlement website or you may send your own letter which must include:

- The name of this Action: "*Galloway v. Martorello*, No. 3:19-cv-314 (E.D. Va.)";
- Your name, address, and telephone number;
- Last four digits of your social security number, or your account number with Big Picture Loans or Castle Payday;
- A statement that you want to be excluded: "I request to be excluded from the class settlement in this case"; and
- Your Signature.

Your Exclusion Request must be **postmarked** no later than August 19, 2024, to:

Galloway Settlement
c/o Settlement Administrator
P.O. Box 23489
Jacksonville, FL 32241

9. HOW DO I TELL THE COURT THAT I OBJECT TO AND DO NOT LIKE THE SETTLEMENT?

Objecting to the Settlement is different than Excluding yourself from the Settlement.

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you can object to the Settlement if you think the Settlement is not fair, reasonable, or adequate, and that the Court should not approve the Settlement. You also have the right to appear personally and be heard by the Court and the parties. The Court and Class Counsel will consider your views carefully.

To object, you must send a letter stating your views to each of the parties listed below:

COURT

Clerk of the Court
United States District Court
Eastern District of Virginia
701 E. Broad St.
Richmond, VA 23219

SETTLEMENT ADMINISTRATOR

Galloway Settlement
c/o Settlement Administrator
P.O. Box 23489
Jacksonville, FL 32241

You should include the docket number on the front of the envelope and letter you file to the Court: "EDVA USDC Case No. 3:19-cv-314".

All objections must include:

- The name of this Action: "*Galloway v. Martorello*, No. 3:19-cv-314(E.D. Va.)";
- Your name, address, and telephone number;
- A sentence confirming that you are a Settlement Class Member;

of the separate settlement of the earlier, related litigation in *Renee Galloway v. James Williams, et al.*, Civil Action No. 3:19-cv-470 (E.D. Va.), unless you excluded yourself from (or “opted out” of) that settlement.

The Settlement Administrator will mail a check with your cash payment, if any, to the same address as listed on this Notice, so please update your address if you move or it is incorrect. →

You will **not** receive a cash payment, but will receive other benefits, if you:

- Did not make any payments on your loan with Big Picture or Castle Payday; or
- Lived in Arizona, Arkansas, Colorado, Connecticut, Idaho, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Pennsylvania, Ohio, South Dakota, Vermont, Virginia, and Wisconsin and did not make payments above the full principal amount of your loan; or
- Lived in Alabama, Alaska, California, Delaware, Florida, Georgia, Hawaii, Iowa, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Nebraska, North Dakota, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Washington, West Virginia, Washington D.C., and Wyoming and did not pay interest above your state’s legal limits; or
- Lived in Utah or Nevada (which had no interest rate restrictions).

Other Benefits: Defendants will agree not to provide capital, services, or assistance to Big Picture or Red Rock Tribal Lending, as well as their successors, and will not participate in the collection of any of the loans at issue in the lawsuit, regardless of whether you have made any payments on those loans.

6. WHAT DO I HAVE TO DO TO RECEIVE THE BENEFITS OF THE SETTLEMENT?

Nothing. If the Court approves the Settlement, the benefits described above will happen automatically. The Settlement Administrator will send an email after Final Approval to update you on what happened at the hearing. You can also check the website for an update or contact the Settlement Administrator or Class Counsel if you have additional questions.

7. WHAT AM I GIVING UP TO GET A BENEFIT AND STAY IN THE SETTLEMENT CLASS?

Unless you exclude yourself, you are a member of the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants concerning the claims relating to your Big Picture or Castle Payday loans. This means that you will not be able to pursue or recover any additional money from the Defendants beyond the benefits of this Settlement. The Released Parties, including the Defendants, are: Matt Martorello, Rebecca Martorello, Justin Martorello, Eventide, BWH Texas, Liont, LLC, Gallant Capital, LLC, the RLM 2018 Family Trust, the Martorello 2018 Children’s Trust, Martorello Investments, LP, the RLM Management Trust, the Capstone Irrevocable Trust, the Bluetech Irrevocable Trust, Martorello 2023 Children’s Trust, BVNT Children’s Trust 1, BVNT Children’s Trust 2, BVNT Childrens, LLC, Vroom Trust, Obsidian LLC, Capstone Holdings, LLC, Capstone Opportunities, LLC, GFLP Entity 1, LP, GFGP Entity 1, LP, Kairos Holdings, LLC, Promovere Inc., Braviant, LLC, Woodside Special Opportunity PE Fund, LP, Promus Ventures II, LP, GreenKey Technologies, LLC, PV Rocket Labs I, LLC, Promus III, LP, PV Expansion Fund I, Dorado Analytics, LLC, and Lonnie Jeremy Davis, and any and all other persons, entities or trusts whether presently or previously in existence, that are directly or indirectly in any way now or heretofore owned by, controlled by, related to, or associated with the foregoing, together with any of their respective current, former or successor: parent companies, holding companies, subsidiaries, trusts, sub-trusts, trustees, beneficiaries, parents, guardians, children, estates, principals, protectors, grantors, settlors, officers, directors, agents, employees, attorneys, successors, affiliates, heirs, assignees, general partners, limited partners, managers, members, vendors, consultants, transferees, investors, creditors, accountants, insurers, and shareholders.

With respect to any and all Released Claims, the Parties have stipulated and agreed that, upon the Effective Date, the Releasing Plaintiffs shall expressly have, and by operation of the Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

STUDIE MILLER
920 10th AVE SO
COLUMBUS, MS
39701

SETTLEMENT ADMINISTRATOR

GALLOWAY SETTLEMENT

C/O SETTLEMENT ADMINISTRATOR

P.O. BOX 28489 JACKSON, MS 39201-34899
32241

JACKSON MS 390
12 AUG 2024 PM 3 L
AUG 19 2024



To whom this may concern:

August 16, 2024

Galloway v. Martorelle, No. 3:19-cv-314 (E.D. Va.)

Name: Laquinta Renee Wright

Address: 214 Pepper Lane Henderson NC 27537

Telephone Number: 252 433-7530

SS#: 3039

To whom this may concern:

I request to be excluded from the class settlement in this case.

Laquinta R Wright 8/16/2024

744

GALLOWAY v JUSTIN



EXCLUSION 400007

RECEIVED

AUG 22 2024

POSTMARKED

AUG 19 2024

American Legal Claims

Lagunita Wright
214 Pepper Lane
Horseshoe 21537

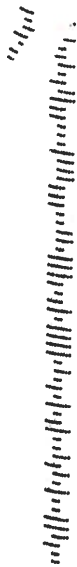
RALEIGH NC 275
Research Triangle Region
19 AUG 2024 PM 2 L



AUG 22 2024

Galloway Settlement
c/o Settlement Administrator
P.O. Box 23489
Jacksonville, FL 32241

32241-34899



August 16, 2024

"Galloway v Martorello, NO. 3:19-cv-314 (E.D.V.A.)"

Bobby Earl Franklin Jr

3777 E McDOWELL RD Apt 1071

Phoenix AZ 85008 (623) 469-5216 (Home)

(602) 488-7741 (mobile)

SSN - #1748

I request to be excluded from the Class
Settlement in this case.

Sincerely,

Bobby E Franklin Jr

744

GALLOWAY v JUSTIN



EXCLUSION 400008

AUG 23 2024

POSTMARKED

AUG 16 2024

American Legal Claims

[REDACTED]
Name Bobby Frank Jr
Address 3777 E McDowell Rd # 1071
City Phoenix State AZ Zip 85008
☐ Please check box if address has changed

Galloway Settlement
c/o Settlement Administrator
P.O. Box 23489
Jacksonville, Florida
32224-34898
Jadd

AUG 23 2024

16 AUG 2024

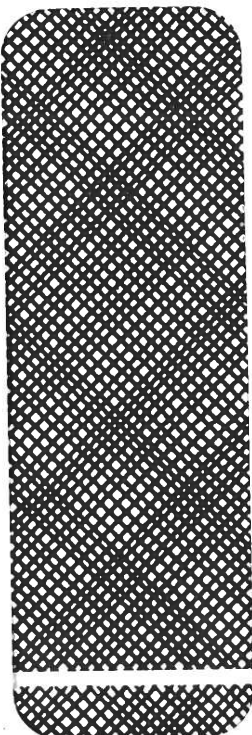


Exhibit D

**THE UNITED STATES DISTRICT IN COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**
Richmond Division

RENEE GALLOWAY, et al., on behalf of
themselves and all others similarly
situated,

Plaintiffs,

Case No: 3:19-cv-00314(E.D. Va.)

V.

JUSTIN MARTORELLO, et al.,

Defendants

OBJECTION TO SETTLEMENT

My given name is CURTIS HENRY JOHNSON. I am a Settlement Class Member. My address is 24988A, Highway 17, Bophumpa Creek, MS. 39095. Notice ID: 272662258 PIN: 421 972 573

1. My cell phone number 601-985-9031 and my email address is curtis9592@yahoo.com.
2. On or near July 11th, 2024, I received a mailpiece from Galloway v Martorella c/o Settlement Administrator. Inside the mailpiece was a "Notice" about a proposed nationwide Settlement in the above captioned case.
3. I, Curtis Henry Johnson, object to the proposed settlement for several reasons.
4. First, in light of the harm suffered by members of the class and the extent of the defendant's wrongdoings to me, the proposed settlement is not fair, reasonable, and/or adequate.
5. Second, I am aware of procedural flaws in the settlement process. As a "class member" to this proposed settlement my consent to any arm's length negotiations or exchange of information ever took place.
6. Third, the terms of the settlement and details are not readily available online, so that it's impossible for class members to understand what they're being asked to agree to.
7. Fourth, there are intra-class conflicts. The proposed settlement amount is farcically low. I have no personal knowledge of the fees awarded attached to this proposed settlement for the vagueness and non-transparency but from the face of the settlement those proposed awarded fees are extremely high. Not taking away from the hard work put in by those deserving such awarded fees.
8. Fifth, I, CURTIS HENRY JOHNSON, should be a named party/plaintiff to this class action lawsuit. Class representatives are not adequate as to deciding my fate in this proposed

744

GALLOWAY v JUSTIN MARTOR



OBJECTION 450001

JUL 22 2024

U.S. District Court for the Eastern District of Virginia

settlement. *Schlud v. Synder* 717 F.3d (6th Cir. 2013) speaks plainly in regards to intra-class conflicts.

9. Sixth, several Supreme Court Justices have agreed that class members have the same voice and rights as class representatives/plaintiffs/parties but this is not the case here.
10. Seventh, the defendants in this matter racially discriminated against class members, fraudulently made checks and withdrew funds from my account after a stop payment was put on my Regions Bank account for Big Picture Loans. Attached are proof of those fraudulent checks made by the defendants and emails sent to the defendants by me asking for full disclosure of the terms of the contract and the breach thereof.
11. Eighth, the wrongdoing by defendants have damaged me emotionally and financially to the point where I had to close that particular account and open a new account to changing financial institutions altogether. My credit is ruined. I had several insufficient funds causing other bills to be unpaid to having my vehicle being repossessed. This was life changing.

Please take these serious concerns into consideration. My evidence should be a part of the record.

Sincerely,

 7/16/24
CURTIS HENRY JOHNSON.

Curtis Henry Johnson

STATE OF MISSISSIPPI

COUNTY OF HOLMES

Sworn and subscribed to before me this 16 day of July, 2024

By _____.



Charlie Lockett-Chancery Clerk
By Lillie Simmons

NOTARY PUBLIC

COMMISSION EXPIRES:

MY COMMISSION EXPIRES JAN. 1, 2024

Exhibit 1



Regions Bank
Greenwood Park Ave
606 West Park Avenue
Greenwood, MS 38930

CURTIS H JOHNSON
24988 HIGHWAY 17
LEXINGTON MS 39095-5148

ACCOUNT # 0260984716

Cycle 001
Enclosures 09
Page 0
3 of 4

FEES (CONTINUED)

10/05	Paid Overdraft Item Fee	72.00
Total Fees		\$180.00

Total For This Statement Period

Total Calendar Year-to-Date

Total Overdraft Fees (may include waived fees)	108.00	252.00
Total Returned Item Fees (may include waived fees)	0.00	0.00

CHECKS

Date	Check No.	Amount
10/03	9000	283.44

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
09/20	341.60	09/30	812.10	10/11	49.28
09/21	61.60	10/03	8.39-	10/12	27.87
09/22	21.25	10/04	230.61	10/13	183.23
09/26	11.25	10/05	288.03-	10/14	280.66
09/29	1,416.25	10/06	116.03-	10/17	13.61

**You may request account disclosures containing
terms, fees, and rate information (if applicable)
for your account by contacting any Regions office.**

Exhibit 2



Regions Bank
Greenwood Park Ave
606 West Park Avenue
Greenwood, MS 38930

CURTIS H JOHNSON
24988 HIGHWAY 17
LEXINGTON MS 39095-5148

ACCOUNT # 0260984716

Cycle 001
Enclosures 09
Page 0
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FEES

11/14	Paid Overdraft Item Fee	36.00
11/16	Monthly Fee	8.00
Total Fees		\$44.00

**Total For This
Statement Period****Total Calendar
Year-to-Date**

Total Overdraft Fees (may include waived fees)	36.00	288.00
Total Returned Item Fees (may include waived fees)	0.00	0.00

CHECKS

Date	Check No.	Amount
11/01	953471	283.44

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
10/25	85.61	11/01	10.05	11/16	83.94 -
10/31	34.89	11/14	75.94 -		

**You may request account disclosures containing
terms, fees, and rate information (if applicable)
for your account by contacting any Regions office.**

7/15/24, 2:21 PM

wpiapp01.corp.rgbk.com:8080/inquiry/servlet/inquiry

Curtis Johnson
24988 highway 17 North
Lexington MS 39095

Please direct any questions to
Customer Service
8005844880

REGIONS BANK
BIRMINGHAM AL 35201

DATE	CHECK NO.	AMOUNT
10/03/2022	9000	283.44

****Two Hundred Eighty Three Dollars and Forty Four Cents

PAY TO THE ORDER OF Big Picture Loans

018033373 2651705

Valid after 180 days
Signature on file
This check has been authorized
by your depositor

⑆065305436⑆ 260984716 ⑆9000

>091215558<
North American BnkCo
NA
10/03/2022

For deposit to the account of
Big Picture Loans
DO NOT WRITE OR STAMP BELOW THIS LINE

Posting Date Oct 03 2022 DB/CR D Amount \$283.44 Item Bank 1 Account 260984716 Posting
Seq No 3100782272 Business Unit
Seq No 0000000000

Posting Date Oct 03 2022 DB/CR D Amount \$283.44 Item Bank 1 Account 260984716 Posting
Seq No 3100782272 Business Unit
Seq No 0000000000

Curtis Johnson
24988 highway 17 North
Lexington MS 39095

Please direct any questions to
Customer Service
888-408-0161

REGIONS BANK
BIRMINGHAM AL 35201

DATE	CHECK NO.	AMOUNT
10/31/2022	953471	283.44

****Two Hundred Eighty Three Dollars And Forty Four Cents

PAY TO THE ORDER OF Big Picture Loans

18035758 45095837

Valid after 180 days
Signature on file
This check has been authorized
by your depositor

⑆953471⑆ ⑆065305436⑆ 0260984716⑆

>086016830<
North American Banking Company
Roseville, MN
10/31/2022

For deposit to the account of
Big Picture Loans
DO NOT WRITE OR STAMP BELOW THIS LINE

Posting Date Nov 01 2022 DB/CR D Amount \$283.44 Item Bank 1 Account 260984716 Posting
Seq No 3200973360 Business Unit
Seq No 0000000000

Posting Date Nov 01 2022 DB/CR D Amount \$283.44 Item Bank 1 Account 260984716 Posting
Seq No 3200973360 Business Unit
Seq No 0000000000

Curtis Johnson
24988 highway 17 North
Lexington MS 39095

Please direct any questions to
Customer Service
888-408-0161

REGIONS BANK
BIRMINGHAM AL 35201

DATE	CHECK NO.	AMOUNT
11/03/2022	970937	283.44

****Two Hundred Eighty Three Dollars And Forty Four Cents

PAY TO THE ORDER OF Big Picture Loans

18035758 45829034

Valid after 180 days
Signature on file
This check has been authorized
by your depositor

⑆975937⑆ ⑆065305436⑆ 0260984716⑆

>098016830<
North American Banking Company
Roseville, MN
11/03/2022

For deposit to the account of
Big Picture Loans
DO NOT WRITE OR STAMP BELOW THIS LINE

Posting Date Dec 01 2022 DB/CR D Amount \$283.44 Item Bank 1 Account 260984716 Posting
Seq No 3500023428 Business Unit
Seq No 0000000000

Posting Date Dec 01 2022 DB/CR D Amount \$283.44 Item Bank 1 Account 260984716 Posting
Seq No 3500023428 Business Unit
Seq No 0000000000

Exhibit 3

Exhibit 4



Regions Bank
Greenwood Park Ave
606 West Park Avenue
Greenwood, MS 38930

CURTIS H JOHNSON
24988 HIGHWAY 17
LEXINGTON MS 39095-5148

ACCOUNT # 0260984716

Cycle 001
Enclosures 09
Page 0
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WITHDRAWALS (CONTINUED)

FEES

10/03 Paid Overdraft Item Fee
10/04 Stop Pay-Special Pay Inst Fee

36.00
72.00

3:55

5G+



Curtis Johnson



12/3/22

To: Big Picture Loans >

Re: Your Payment has been Processed

Exhibit 5

Stop

Sent from my iPhone

On Dec 2, 2022, at 8:30 AM, Big Picture Loans <support@bigpictureloans.com> wrote:



Your payment has been processed!

Loan #[70633702](#)

Dear Curtis,

Thank you for your recent payment!

Date Processed: 12/01/2022

Amount: \$283.44

Confirmation #: 5116583

Account Ending in: *****4716

This is a confirmation that your payment was processed. We will contact you if there is a problem finalizing your payment.

Thank you,



3:56

5G+



Curtis Johnson

To: Big Picture Loans



Exhibit 6

Re: Scheduled Payment Reminder

I was not given full disclosure of this contract which is a violation of the truth in lending disclosure. Cease and desist any and all communication with me regarding this loan. The contract has been breached.

Sent from my iPhone

On Sep 23, 2022, at 8:18 AM, Big Picture Loans <support@bigpictureloans.com> wrote:



Your payment is due on 10/03/2022

Dear Curtis,

Just a friendly reminder - your next scheduled payment is due on 10/03/2022 for \$283.44.

Loan Number: [70633702](#)

Payment Amount: \$283.44*

Payment Due On: 10/03/2022



FROM:

Curtis Johnson
24988A Highway 17
Bophumpa Creek, Bophumpa
[39095]

CERTIFIED MAIL®



7022 1670 0002 0954 5150

Retail



RDC 99



32241

U.S. POSTAGE
FCM LG ENV
LEXINGTON, M
JUL 16, 2024

\$7.16

S2324A500577

TO:

Galloway Settlement
c/o Settlement Administrator
P.O. Box 23489
Jacksonville, FL 32241
Case no: 3:19-cv-314 (E.D. Va.)

Utility Mailer
10 1/2" x 16"

JUL 2024

ReadyPost